

AGREEMENT

Between

THE TOWN OF ENFIELD

And

LOCAL 1303-359 OF COUNCIL 4

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

July 1, 2007 through June 30, 2011

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COLLECTIVE BARGAINING AGREEMENT
between
THE TOWN OF ENFIELD
and
LOCAL 1303 OF COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

PREAMBLE

This agreement is entered into by and between the Town of Enfield, hereinafter referred to as the "Town" and Local 1303-359 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has, as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1
RECOGNITION

- 1.0 The Town of Enfield hereby recognizes the Union as the sole and exclusive bargaining agent for all clerical and secretarial employees of the Town of Enfield who work at least fifteen (15) hours per week but excluding seasonal employees, the payroll clerk, employees in the human resources and town manager's offices and any other statutory exclusions. For purposes of this contract employees shall be deemed seasonal workers if they are employed for less than one-hundred and twenty (120) consecutive calendar days in any fiscal year.
- 1.1 The term "Employer" shall mean the Town of Enfield, Connecticut, a municipal employer.
- 1.2 The term "Union" shall mean Local 1303-359 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO.
- 1.3 The terms "Contract" and "Agreement" shall mean the complete agreement and its specific terms.
- 1.4 The term "Employee" shall mean those persons employed by the employer as defined in Article 1.0.
- 1.5 The Town may employ temporary or seasonal employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time.
- 1.6 The term "working days" shall mean Monday through Friday exclusive of holidays wherever it appears in this agreement.

ARTICLE 2
MANAGEMENT RIGHTS

- 2.0 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Employer has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:
- a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.
 - b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
 - c. To discontinue processes or operations.
 - d. To select and to determine the number and types of employees required to perform the Town's operations.
 - e. To employ, assign, assist, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.
 - f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
 - g. To ensure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
 - h. To establish contracts or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.
 - i. To create job specifications and revise existing job specifications, subject to the Union's right to challenge the accuracy of new or revised job specifications or the propriety of the assigned rate.

ARTICLE 3
UNION SECURITY

- 3.0 The Town of Enfield agrees to regularly deduct an amount of dues, as specified by the secretary of the Union, from the wages of all employees covered by this agreement. The Town will provide each new

employee with a copy of the collective bargaining agreement and a dues deduction form.

- 3.1 The Union will furnish the Town with a signed statement by the employee that s/he authorizes the Town to deduct from his/her wages Union dues. Dues deductions shall continue for the duration of this Agreement. The Union president will be notified of any bargaining unit member who stops paying Union dues within two (2) weeks.
- 3.2 The Union agrees to indemnify and defend the Town of Enfield against claims, demands, suits or other forms of liability that shall arise out of or by the purpose of complying with the provisions of this article.
- 3.3 The total amount deducted each month, in accordance with the provisions of this Article, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.
- 3.4 All employees in the collective bargaining unit shall, thirty (30) days from the date of this contract or from the date of their employment by the Town, become and remain members of the Union in good standing in accordance with the constitution and by-laws of the Union or pay the agency fee, during the term of this Agreement or any extension thereof, as a condition of employment.
- 3.5 The Town will place one (1) bulletin board in an accessible place in each building where bargaining unit members are employed for the exclusive use of the members.
- 3.6 The Town will provide each employee with a copy of this Agreement within thirty (30) days after the effective date of this Agreement. New employees will be given a copy of this agreement at the time of hire.

ARTICLE 4 SENIORITY

- 4.0 Seniority is defined as an employee's length of continual service within the bargaining unit since the most recent date of hire.
- 4.1 The Town of Enfield shall establish a seniority list, and the list shall be brought up to date July 1 of each year and a copy shall be delivered to the secretary of the local. Any objection to the seniority list, as made, shall be reported within ten (10) working days or it will be waived for the remainder of the fiscal year.
- 4.2 The Town and the Union shall incorporate existing job descriptions for every bargaining unit position.
- 4.3 Layoff Permitted. The Town may layoff an employee whenever it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties of the organization or for other related reasons which are outside the employee's control and which do not reflect discredit on the service of the employee.
- 4.4 Layoff Procedure. In the event of a layoff, an affected employee shall

receive at least fourteen (14) calendar days written advance notice.

- 4.5 Order of Layoff. In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority with probationary employees and temporary employees subject to layoff first. In lieu of layoff, an affected employee may elect to displace the least senior employee in any equal or lower classification in the bargaining unit for which the employee meets the requirements of the position.
- 4.6 Recall. Employees who are laid off shall have recall rights for a period of eighteen (18) months from the date of layoff to positions in the same or lower classifications from which they were laid off. The most senior employee presently qualified to perform the duties of the recalled position without further training beyond orientation will be offered the position before any other laid off employee. Employees shall have two (2) weeks from the date the Town sends a certified notice of recall to the employee at his last known address to return to the job.

ARTICLE 5 PROBATIONARY PERIOD

- 5.0 Purpose. The probationary or working test period shall be regarded as an integral part of the employment process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new/promoted employee to measure if their performance meets the required work standards.
- 5.1 Duration of the Probationary Period. All employees shall be required to complete successfully a working test during a probationary period as follows:
- a. Employees shall serve a probationary period of six (6) months for original appointments and two (2) months for promotional or lateral appointment.
 - b. In the case of promotion during the original probationary period, the employee shall, before attaining the status of a regular employee, serve either the remainder of the original probationary period or the promotional period, whichever period is greater.
- 5.2 Interruption of the Probationary Period. No leave from service during the probationary period, with or without pay, shall be counted as a part of the total probationary service without the approval of the Town Manager.
- 5.3 Dismissal During Probationary Period for New Hires. At any time during the probationary period the Town may remove an employee from Town service. Upon such removal, the Department Head shall report to the Human Resources Director and to the employee removed his actions and reasons. No appeal is allowable from dismissal and it shall not be grieved under the grievance procedure by either the probationary employee or the Union.
- 5.4 Reinstatement to Former Class for Promoted Employees. An employee promoted or transferred who does not successfully complete his/her probationary period shall be transferred to a position in the class

occupied by the employee immediately prior to his/her promotion. If such position has already been filled, the original incumbent shall be eligible to exercise bumping rights to regain his/her former position.

ARTICLE 6
PROMOTIONS

- 6.0 All vacancies and new positions shall be emailed to each member of the bargaining unit as a job posting. All job postings shall detail the pay, location and duties and the posting shall be for five working days and open to bid without exception. The Town will review all internal candidates for promotion prior to entertaining outside applicants for any vacant position.
- 6.1 When a vacancy exists or a new position is created, the position shall be first granted to the employee with the highest bargaining unit seniority who bids on the position, provided such employee is qualified for such position as determined by the Town as demonstrated by his/her work record and ability to perform the work. The Town reserves the right to conduct examinations to determine such qualification. Employees shall bid on a position by the closing date and time on the posting via the email system to the Personnel Coordinator with a copy to the Union Secretary.
- 6.2 The Town agrees that when technological changes take place within the department that require additional knowledge and/or skills on the part of its employees within their classification, such employees will be given the opportunity to acquire that knowledge and skill. The Town shall establish at its own expense, during regularly scheduled working hours, a training program for affected employees.

ARTICLE 7
HOURS OF WORK

7.0 Hours of Work for Town Hall and 786 Enfield Street

- A. The basic work day shall be seven (7) hours per day, five (5) days per week Monday through Friday, from 9:00 a.m. to 5:00 p.m., with one (1) hour for lunch, in the middle of the workday.
- B. Hours of Work for Police Department - The basic work day shall be seven (7) hours per day, five (5) days per week, Monday through Friday from 8:00 a.m. to 3:30 p.m. with one half (1/2) hour for lunch in the middle of the work day.
- C. Hours of Work for the Senior Center and Day Care - The basic work day shall be seven (7) hours per day, five (5) days per week, Monday through Friday, 8:00 a.m. to 4:00 p.m. with one (1) hour for lunch in the middle of the work day.
- D. Hours of Work for the Garage - The basic work day shall be seven (7) hours per day, five (5) days per week Monday through Friday, from 7:30 a.m. to 3:00 p.m. with one half (1/2) hour for lunch in the middle of the work day.
- E. Part Time Employees - Will be scheduled to work between the hours of 8:00 a.m. to 8:00 p.m.

F. The above starting times and quitting times, in Art. 7.0 A-E inclusive, may be altered at the discretion of management by no more than 2 hours, e.g. an employee at Town Hall may be required to commence work at 11:00 a.m. and end at 7:00 p.m. or start at 7:00 a.m. and end at 3:00 p.m. The employer will give seven (7) calendar days notice of a change to work schedules.

G. Should the Town desire to schedule work other than on a Monday through Friday schedule or beyond the hours listed above the parties agree to negotiate the impact of this decision.

H. Time and one half shall be paid for all hours worked in excess of eight (8) in one day or 40 in one (1) week. If both the employee and the employer agree, in lieu of pay for overtime, compensatory time at the rate of time and one-half shall be earned for all hours worked in excess of eight (8) in one day or forty in one week. Said time must be used during the week it is earned or during the following week. If both the employer and the employee agree, in lieu of additional pay for one (1) hour worked above seven (7) hours in one day up to eight (8) hours in one (1) day, compensatory time at the rate of straight time shall be earned for the hour worked. Said time must be used during the week it is earned or during the following week.

I. When an employee is called in outside of the employees regularly scheduled working hours and when such hours are not contiguous with the initial or terminal hour of the regular working hours, the employee will be paid a minimum of three (3) hours at time and one half (1 1/2) of the employees regular rate of pay.

J. An employee who is not regularly scheduled to work on a Saturday, Sunday or holiday will be paid time and one half for all hours worked on a Saturday, Sunday or holidays.

K. Full time employees assigned to work seven hours or more per day are entitled to two (2) ten (10) minute breaks, subject to the terms as agreed to in the MOA dated 4-4-00.

7.1 Overtime within classification and by Department (or division if a Department has more than one division) shall be equalized within twenty hours during a fiscal year. Any employee not equalized within 20 hours at the end of the fiscal year shall receive compensation at his/her regular hourly rate for the number of hours required to equalize them within 20 hours of the employee with the greatest amount of overtime in their classification and Department or Division.

ARTICLE 8 GRIEVANCE PROCEDURE

8.0 The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practical so as to ensure productivity and consistency with the contract.

8.1 A grievance shall be defined as a complaint concerning a claimed violation, misinterpretation or misapplication of a provision of this collective bargaining agreement or a prior practice reduced to writing and agreed to by the parties.

- 8.2 Grievances arising out of matters covered by this Agreement will be processed in the following manner:

STEP ONE: Employee and Immediate Supervisor. An aggrieved employee and/or the Union on behalf of any aggrieved employee shall within five (5) calendar days of the occurrence giving rise to the grievance, present in writing, to the immediate supervisor outside the bargaining unit of the employee the facts pertaining to the problem or incident.

The immediate supervisor shall answer the grievance within five (5) calendar days from the day the grievance is presented.

STEP TWO: Employee and Department Head: If the matter is not resolved, all the facts pertaining to the grievance shall be presented in writing to the Department Head within five (5) calendar days by the employee and/or the Union.

The Department Head shall notify the employee and/or his/her representative and his/her immediate supervisor of his/her decision in writing within five (5) calendar days from the day the grievance was submitted to him/her.

STEP THREE: Employee and Administrative Head. If the matter is still not resolved, the Union may request in writing, further review by the Town Manager or his/her designee within five (5) calendar days of the Department Head's decision.

Within ten (10) calendar days, thereafter, the Town Manager or his/her designee shall notify the grievant and his/her representative in writing of his/her decision.

STEP FOUR:

- a. Mediation. In the event the Union feels that further review is justified, the Union may elect to seek mediation of the grievance before the Connecticut State Board of Mediation and Arbitration. The Union's request for mediation shall be in writing and must be filed with the State Board not later than ten (10) calendar days following the Union's receipt of the written answer from Step 3. The Union will advise the Town Manager, in writing, of their submission of the grievance to mediation at the time of the filing.
- b. Arbitration. If the grievance is not resolved through mediation, the Union may seek arbitration of the grievance before the State Board of Mediation and Arbitration (SBMA). The Union's request for arbitration shall be in writing and must be filed with the SBMA within ten (10) calendar days of the mediation hearing. If the Union chooses to seek only arbitration of the grievance, they shall have ten (10) calendar days from receipt of the decision at Step 3 to file such a request with the SBMA. In either event, the Union will notify the Town Manager in writing of their submission of the grievance to arbitration at the time of filing.

- 8.3 Officers and stewards of the Union, not exceeding three (3) in number for contract negotiations when such negotiations take place during working hours, and one (1) officer for grievance sessions and the

grievant shall be afforded time off without loss of pay to attend negotiation and grievance sessions. The Town will not pay such employees for any time spent beyond the employees' usual work hours, nor adjust work schedules to accommodate such attendance.

- 8.4 Failure at any step to appeal within the specified time lines shall be considered acceptance of the decision rendered. Extension of time limits may only be made by mutual agreement of the parties and must be made in writing.
- 8.5 At any point in the grievance process an employee(s) has the right to have a Union officer or Steward present.
- 8.6 The arbitrator(s) shall have no authority to add to or subtract from, or otherwise modify the terms of this Agreement.

ARTICLE 9
DISCIPLINARY PROCEDURE

- 9.0 Disciplinary actions shall include:

- a. verbal warning;
- b. written warning;
- c. suspension without pay;
- d. discharge.

And shall normally follow this order. Any of the aforementioned may be independently invoked.

- 9.1 All suspensions and discharge of permanent employees must be for just cause and all discipline must be stated in writing with reason given and a copy given to the employee at the time of the disciplinary action.

ARTICLE 10
VACATIONS

- 10.0 Accrual. Annual vacation leave with pay shall be earned by all regular full-time employees and part-time employees whose normal work week is twenty (20) hours or more in the following manner:

FULL YEARS OF SERVICE	DAYS PER FULL MONTH OF CONTINUOUS SERVICE	MAXIMUM EARNED DAYS PER YEARS OF CONTINUOUS SERVICE
Date of hire through 4 th full year	5/6 day	10 days per year
More than 4 yrs Through 6 th full year	1 1/4 days	15 days per year
More than 6 yrs Through 9 th full year	1 1/3 days	16 days per year
More than 9 yrs Through 12 th full year	1 1/2 days	18 days per year

More than 12 full yrs 1 2/3 days

20 days per year

- 10.1 Employees shall apply for vacation leave to their Department Head on a request for leave form. Vacations shall be scheduled by each Department Head in accordance with departmental requirements, giving preference to employee choices according to seniority within a department or its divisions. Approval of such leave shall not be unreasonably denied.
- 10.2 Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.
- 10.3 Vacation time must be used within one (1) year from the date when it accrues, unless other arrangements are approved in writing by the Town Manager. Vacation leave may not be granted until an employee has served a minimum six (6) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.
- 10.4 In the event of an employee's death, his/her designated beneficiary and, if none, his/her estate, shall receive on the basis of the employee's current wages, full compensation of any accumulated vacation leave.
- 10.5 Employees who resign in good standing or who are laid off for lack of work after employment of six (6) months or more or who have retired from the Town service shall be paid for any unused vacation leave that has accrued to their last day of service. For the purposes of this Section, to resign in good standing, an employee shall give his Department Head a minimum of fourteen (14) calendar days prior notice unless the Town Manager agrees to permit a shorter period of notice. Said notice shall be in writing to the Department Head by the employee stating reasons for leaving the employ of the Town. Normally, leave time shall not be granted during said required period of notice.

ARTICLE 11
LEAVE PROVISIONS

Sick Leave

- 11.0 All regular full-time employees and part-time employees whose normal workweek is twenty (20) hours or more, upon completion of the probationary period shall accumulate sick leave at the rate of one and one-quarter (1-1/4) days per month for a total of fifteen (15) days in any one year with no limit to the amount of unused sick leave that can be accumulated. Each employee shall be entitled to use sick leave with full pay in minimum increments of one (1) hour or more, as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave as of July 1st of each year.

Sick Leave may be used for the following purposes:

- a. Personal illness or physical incapacity.
- b. Enforced quarantine in accordance with health regulations.
- c. For illness or physical incapacity in the employee's immediate family.

Accrued sick leave earned prior to implementation of this Agreement shall not be forfeited.

Employees who work less than twenty (20) hours per week and who were hired before November 14, 2003 who currently accrue sick leave will continue to accrue sick leave.

- 11.1 Proof of illness: In the event of three (3) or more consecutive days of absence on authorized sick leave, a doctor's certificate or other proof of illness shall be required upon request. The Town may require medical documentation from the employee's physician for questionable or excessive absences.
- 11.2 Report of illness: On the first day of absence from work due to illness, the employee shall report his/her illness to his/her immediate supervisor not later than thirty (30) minutes after the commencement of his/her scheduled work assignment. The immediate supervisor shall initiate an absence report form and forward such form to the Personnel Office after the employee's return and it shall become part of the employee's personnel file.
- 11.3 Any employee hired after December 31, 1999, who has worked for the Town for more than ten (10) years and who leaves Town service in "good standing" shall receive on the basis of his/her current wages, one-quarter (1/4) of any unused accumulated sick leave up to a maximum of one hundred twenty (120) days as severance pay. "Good standing" shall mean that the employee has given two (2) weeks notice prior to leaving. Any employee hired before January 1, 2000 who retires from Town service, receives a Town pension and who leaves in "good standing" will be entitled to full payment for all accrued sick leave up to a maximum of one hundred twenty (120) days.
- 11.4 In the event of an employee's death, his/her designated beneficiary, or if there is no designated beneficiary, then the employee's estate, shall receive, on the basis of the employee's current wages, one-quarter (1/4) of any unused accumulated sick leave days as severance pay up to (120) days.
- 11.5 Employees shall be granted leave with pay for the following reasons:
 - a. Jury Duty. Special leave shall be granted for required jury duty, with the Town paying the full difference between the employee's regular pay and his/her compensation for said jury duty. The employee will notify his/her Department Head at least one week in advance of jury duty.
 - b. Bereavement Leave. Three (3) days special leave with pay shall be granted for death in the immediate family of an employee or the immediate family of his/her spouse. "Immediate family" for the purposes of this clause, is defined as parents, grandparents, spouse, brother, sister, child or grandchild, step-relation, son-in-law, daughter-in-law, parents-in-law, uncles, aunts, and also any relation who is domiciled in the employee's household.
 - c. Injury Leave. In the event that an employee covered by this Agreement is injured while at work and, as a consequence of said injury, receives Workers' Compensation Disability Pay, said employee shall receive Workers' Compensation and Supplemental Pay that will equal full pay for a period not to exceed a total

accumulation of one (1) year. At the end of said one (1) year, such supplemental benefits shall cease. All injuries must be immediately reported by the employee to his/her supervisor. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days on a workers compensation leave until said employee returns to a regular work status.

- d. Military Leave. Military Leave, not to exceed two (2) weeks, shall be granted to regular employees when required to serve a period on active reserve or national guard duty. During this period, the employee shall be paid the difference, if any, between his/her regular and military salary.
- 1. No employee, shall lose any seniority standing because of military service in the National Guards or organized reservists.
- 2. On return from involuntary activation into military service, an employee shall be reinstated in his/her former job or one of like rank and shall receive credit for the yearly increments awarded during his/her absence on military services provided that s/he reports for duty within ninety (90) days of his/her discharge from military service.
- 3. The Town will pay to the employee's retirement fund the employer's annual assessment.
- 4. The employee's accumulation of sick leave, upon leaving for military service, shall be credited to his/her account when s/he returns, but there shall be no additional accumulation in the employee's absence.
- e. Union Leave. Two (2) union officials shall be allowed the required time off without loss of pay to attend official Union conventions and conferences, not to exceed five (5) working days each annually.
- f. Personal Leave. All regular full-time employees and part-time employees whose normal workweek is twenty (20) or more hours per week shall be allowed time off with pay for a maximum of three (3) days per year for personal business. Employees who work less than twenty (20) hours per week, who were hired before November 14, 2003 and who currently receive personal days will continue to earn three (3) personal days per year.
- 11.6 Family and Medical Leave Act. An employee may be granted a leave of absence under the Town of Enfield Family and Medical Leave Policy attached hereto.
- 11.7 The Town Manager may grant leaves of absence without pay. The denial of said leave may not be grieved.
- 11.8 During the period of leave without pay (exclusive of military leave), the employee shall not be credited for length of service, and shall not be credited with time for the purpose of accruing sick leave, vacation time, or personal days. While in military service an employee will not accrue days for sick leave, vacation leave, personal days, or holidays.

- 11.9 CATASTROPHIC LEAVE. In the event that a member of the bargaining unit incurs a catastrophic illness or injury and exhausts their own sick leave and disability benefits, the remaining members of the bargaining unit, if approved by the Town Manager, may voluntarily donate sick days from their own accumulated sick leave for use by said employee. A catastrophic illness or injury is defined as a non-occupational prolonged hospitalization, terminal illness, or sudden or terrible illness or disease which has disabled an employee from the performance of his/her employment duties.
- 11.10 An employee shall be reinstated from an approved leave of absence without pay, but without any preferred status from his/her prior employment to any position comparable to the position the employee last held with the Town.
- 11.11 Any employee who is on leave of absence without pay, or military leave, shall not be paid for any holidays or accrue sick leave during the period of the absence. Any vacation time due to an employee at the time of taking a leave of absence without pay may be paid at that time. For any employee who is granted a leave of absence without pay, except for Family and Medical Leave, for a period that exceeds one calendar month, such employee's insurance benefits shall terminate on the first of the month following unless such employee requests that his/her insurance benefits be continued and submits the full premium costs for such benefits to the Town for the period of such absence in a manner prescribed by the Personnel Office.
- 11.12 Absence Without Leave. An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive full work days, or on three (3) separate full work day occasions without notifying his or her Department Head of the reason for such absence or absences shall be considered to have resigned from the Town service and shall be terminated.

ARTICLE 12
HOLIDAYS

- 12.0 The following holidays shall be observed as days off with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Employees Birthday

- 12.1 a. Holidays falling on a Saturday shall be celebrated on the preceding day.
- b. Holidays falling on a Sunday shall be celebrated on Monday.
- 12.2 Each employee's holiday pay shall be computed at his/her regular daily rate.
- 12.3 Whenever any of these holidays shall occur when an employee is out on paid sick leave or vacation, the employee shall be paid for the holiday and no charge to sick leave or vacation shall be made for that day.
- 12.4 In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on his scheduled work day immediately preceding and following the holiday.

ARTICLE 13

WAGES

- 13.0 Wage scales, and classifications of positions are attached as appendix A.
- 13.1 Employees who work in a higher classification for a period of more than five (5) consecutive days, after being assigned in writing by a supervisor to do so, or who are promoted will receive their current rate plus three percent or the rate listed in Appendix A for that grade, whichever is higher.
- 13.2 Direct deposit-All employees will be paid through direct deposit effective July 1, 2004 and will furnish the Finance Department with the necessary information to arrange for said deposit.

ARTICLE 14

INSURANCE & PENSION

The Town shall provide and pay for the full cost of the following insurance for all employees who work twenty (20) hours or more per week:

- 14.0 Group Life Insurance for employees shall be \$40,000 including an additional \$30,000 coverage in the event of accidental death.

Group Life Insurance shall be \$3,000 for retirees.

- 14.1. Weekly disability benefits of \$100 per week for a maximum of thirteen (13) weeks, such benefits to commence upon the first day of an accident or 8th day of illness. Effective 7-1-97 the benefit will be \$150 per week.
- 14.2 The Town shall provide the following insurance or mutually agreed upon plan for all employees who work more than twenty (20) hours per week and their dependents from the date of hire:
 - a. Health Insurance. The Town shall provide the following insurance

programs for those employees and their eligible dependents who choose to enroll in such insurance programs.

- 14.3 Employee Contributions Toward Health Insurance Program. The employee contribution (pursuant to IRS Sec. 125) through payroll deduction for the Blue Cross Century Preferred Plan and Dental Plan (Section 14.4.a and b. below) shall be:

10% effective July 1, 2006

12.5% effective July 1, 2010

Employees earning under \$30,000 annually (based on their salaries to be in effect on July 1 of each year) shall not be required to pay any contribution for the health insurance referenced in Art. 14.4.a and 14.4.b.

14.4.

a. The Blue Cross Century Preferred Plan with Managed Benefits

1. In-network \$15.00 Home and Office co-pay, with unlimited maximum.

2. \$5 generic, \$20 listed brand, \$30 non-listed brand 2x mail order co-payment, \$2,000 maximum.

3. In-network hospitalization with maternity rider and \$200 per admission deductible for in-patient hospital admission.

4. Out of Network \$200 individual/\$500 family deductible and 80%-20% co-pay on the first \$4,000 (individual) or \$10,000 (family) of allowable charges, 100% of allowable thereafter.

b. The Blue Cross Full Service Dental Program.

1. Rider A Dental-Additional dental basics will be added January 1, 2000.

2. Rider B Dental-Prosthodontics will be added January 1, 2000.

- 14.5. HMO Option. In lieu of the Blue Cross Century Preferred Plan, all employees in the bargaining unit are eligible to enroll in designated health maintenance organizations. The Town shall contribute toward the HMO premium only the amount of the Town paid premium that is paid for the Blue Cross Century Preferred Plan and dental plan for the employee and dependents. Any and all additional costs for the HMO shall be paid for by the employee in the form of payroll deduction. The Town assumes no responsibility for the administration of the HMO plans nor for any aspect of its operation, including eligibility, cost, coverage or delivery of health services.

- 14.6 Change of Carriers. The Town may from time to time change the carriers for any of the foregoing insurance, provided that the benefits shall be equivalent or better than those provided in the above referenced coverages. In the event that any carrier ceases operation or refuses to renew with the Town the Town will take all necessary actions to induce all other carriers to hold an open enrollment period within 30 calendar days.

14.7 Blue Cross 65/Blue Shield 65 - Retired Employees.

a. Eligibility. Any employee, with 10 years of service with the Town and who has worked for the Town until age 55 or later who is retired by the Town of Enfield under the Pension Plan provided by

Article 14.8 of this Agreement or any employee who has 10 years of service with the Town and who has worked for the Town until age 55 or later who receives retirement income either from the Town or as a result of service with the Town, shall be eligible for BC/BS 65 upon attaining age 65.

- b. Enrollment. Employees enrolled in the Town's group Blue Cross/Blue Shield plans shall automatically be enrolled in the Town's BC/BS 65 Plan for retirees. Retirees not enrolled in the Town's group BC/BS plans shall apply for membership in the Town's BC/BS 65 Plan upon attaining age 65.
 - c. Type of Plan and Benefits. The hospital and medical insurance plan shall be the Connecticut Blue Cross 65/Blue Shield 65 Plan as prescribed by the Blue Cross/Blue Shield contract in force.
 - d. The Town shall pay the full Connecticut Blue Cross 65/Blue Shield 65 premium of each subscribing retiree.
 - e. Retirees shall be able to purchase Blue Cross/Blue Shield 65 coverage for their spouses at the Town's COBRA rate. Early retirees shall be able to continue coverage for themselves and dependents provided that they pay the COBRA rate for such coverage in a timely manner.
- 14.8 Employees are provided with retirement benefits under the Town of Enfield Pension Plan. Any changes made in the Pension Plan which would decrease the benefits available to employees or increase their rate of contribution shall be done only through collective bargaining. A copy of the Pension Plan shall be retained by the Union. Employees hired on or after July 1, 1999 must join the Town pension plan once they are eligible for said plan. Employees hired before July 1, 1999 who are members of the plan must remain members of the pension plan. Employees hired before July 1, 1999 who are not members of the plan, once eligible, will be given the opportunity to join the plan each July. Once they join the plan they must remain members of the plan.

ARTICLE 15 NONDISCRIMINATION

15.0 Neither the Town nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, age, sex, marital status, sexual orientation, physical or mental disability, union activity or political activity, or any other non-job related characteristic. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE 16 NO STRIKE - NO LOCKOUT

16.0 No Strike. The Union, its officers, agents or employees agree that they will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strikes), slowdown, or any other concerted stoppage of work. Employees who are not on duty maintain their right of freedom of expression provided there is no breach of this Section.

16.1 No Lockout. The Town will not instigate a lockout over a dispute with

the Union so long as there is no breach of Section 1 of this Article.

ARTICLE 17
MISCELLANEOUS

17.0 Evaluations. Employees shall be given a copy of their evaluation form at the time they are required to sign it. Employees will be evaluated three (3) times during their first year and once a year after that. Evaluations will only be used for disciplinary and promotional purposes for a period of three (3) years from their date of issue. After probation has been completed, if an employee receives an overall rating of "below" he/she shall have the right to grieve said rating if the decision to rate the employee at "below" was arbitrary, capricious or discriminatory.

17.1 Deferred Compensation Plan. The Town shall continue established procedures for enrolling members of the bargaining unit in the Town recognized deferred compensation plan. Participation in this plan shall be at the discretion of each individual employee.

17.2 Tuition Reimbursement. Employees with six (6) months of continuous service may apply for an educational refund for a course or seminar for a certificate or toward a degree at an accredited college.

- a. The employee must submit to the department head for his/her approval (prior to the commencement of the course) a description of the course to be taken and a degree to which the course is credited, if applicable. This application must then be submitted to the Human Resources Director and Town Manager for approval.
- b. The Human Resources Director or Town Manager has the prerogative to approve or disapprove such application depending on the nature of the course taken and the degree which is being matriculated for, and its relevancy to the employee's position in the Town. This decision may not be grieved.
- c. When the application is approved, the employee will be reimbursed eighty percent (80%) of tuition cost up to \$400.00 (not including books), sixty (60) days after the submission of passing grades. The maximum allowance per year will be \$800.00 per employee.
- d. The Town reserves the right to limit the education refund program based on availability of funds.

17.3 Non-Waiver of Claim. Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision in any manner whatsoever, to render it unenforceable as to any other time or times, or as to any other occurrences, provided the circumstances are the same.

ARTICLE 18
SAVINGS CLAUSE

18.0 Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision,

the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

18.1 This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term hereof and any matters not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this agreement.

ARTICLE 19
SAFETY COMMITTEE

19.0 A joint safety committee shall be formed by the Town and the Union and said committee shall meet to review and discuss safety and health conditions.

ARTICLE 20
FSA AND CHET PLANS

20.0 The Town's flexible spending account and section 125 plan will be made available to the employees per the Agreement between the Town and the carrier. The monthly participant cost and annual fees, if any, for this plan will be borne by the employees opting to enroll in the account and plan. Enrollment is optional to all employees covered by this Agreement.

20.1 The Town will provide for payroll deduction of contributions to the Connecticut Higher Education Trust Fund for all employees.

ARTICLE 21
DURATION

21.0 This contract shall be in full force and effect through June 30, 2011 and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. All changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

21.1 Between the first day of January and the first day of February, 2011 either party may notify the other party if it wishes to amend or modify the contract as of July 1, 2011. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

SIGNED ON THIS _____ DAY OF _____
_____ IN THE YEAR 2007 BY:

TOWN OF ENFIELD

LOCAL 1303-359 OF COUNCIL 4

Appendix A

The parties agree to a four (4) year contract with a **four (4) %** wage increase effective and retroactive to **July 1, 2007, three (3) % effective July 1, 2008, two and one-half (2 1/2) % effective July 1, 2009 and two (2) % effective July 1, 2010**. These increases will be paid based on the base wages for each individual employee on the effective date of the increases. In order to be eligible for and receive retroactive monies the employee must have been a member of the bargaining unit on payroll on **July 1, 2007** and at the time of the ratification of the contract by the Enfield Town Council. The contract will expire **June 30, 2011**.

CLERICAL 2007-2011

CURRENT

1	24,259	13.32
2	25,775	14.16
3	28,807	15.82
4	32,599	17.91

2007-08

1	25229	13.86
2	26806	14.72
3	29959	16.46
4	33903	18.62

2008-09

1	25986	14.27
2	27610	15.17
3	30858	16.95
4	34920	19.18

2009-10

1	26636	(ELIMINATED)	Former grade 1
1	28300	15.54	Former grade 2
2	31630	17.37	Former grade 3
3	35793	19.66	Former grade 4
4	37,224	20.45	(4% OVER GRADE 3)

2010-11

1	27169	(ELIMINATED)	
2	28866	(ELIMINATED)	Former grade 1
1	32262	17.72	Former grade 2
2	36509	20.05	Former grade 3

3	37968	20.86		Former grade 4
4	39486	21.69	(4% OVER GRADE 3)	

Grades

1. Clerk-typists, Receptionist, Secretary I
2. Accounts Payable Clerk, Secretary II, Tax Clerk I, Administrative Assistant
3. Accounting Clerk, Assessment Clerk, Police Aide, Secretary III, Tax Clerk II
4. Legal Secretary

APPENDIX B

TOWN OF ENFIELD

FAMILY/MEDICAL LEAVE POLICY

<i>Issues</i>	<i>Personal serious health condition</i>	<i>Birth, adoption or foster care</i>	<i>Serious health condition of child, parent or spouse</i>
Employment Eligibility	Employed at least 12 Months and work at least 1250 hours during the fiscal year.	Same.	Same
Effective Date	August 5, 1993 for non-bargaining unit employees; February 5, 1994 for union members.	Same.	Same
Who qualifies?	Employees who meet eligibility criteria above.	<p>An employee who is either the father or the mother can take family leave for the birth, placement for adoption or foster care of a child. See 825.112, Family Medical Leave Act for qualifying circumstances under which family leave may be taken for adoption or foster care.</p> <p>Eligibility for leave expires 12 months after the event. Leave must be completed by the one year anniversary of the event.</p>	<p>An employee who has a biological child, adopted child, foster child, step-child, legal ward or a child under 18 for whom the employee stands in loco parentis.</p> <p>An employee who has a child (defined above) age 18 or older who is incapable of self-care due to mental or physical disability.</p> <p>An employee who has a biological parent, former legal guardian, or someone who raised the employee in place of a parent.</p> <p>An employee who has a spouse as legal husband or wife.</p>
Serious Health Condition Defined	<p>Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or</p> <p>Continuing treatment by a health care provider.</p>	Not applicable.	<p>Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or</p> <p>Continuing treatment by a health care provider.</p>

<i>Issues</i>	<i>Personal serious health condition</i>	<i>Birth, adoption or foster care</i>	<i>Serious health condition of child, parent or spouse</i>
	Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days. Pregnancy/Maternity Leave taken shall count toward FMLA leave.		Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days. Pregnancy/Maternity Leave taken shall count toward FMLA leave.
<i>Issues</i>	<i>Personal serious health condition</i>	<i>Birth, adoption or foster care</i>	<i>Serious health condition of child, parent or spouse</i>
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary.	Leave may be intermittent or reduced only if employer agrees.	Leave may be intermittent or reduced if medically necessary.
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to position of equivalent pay and benefits.	Same.	Same.
Provisions if Both Spouses Work For the Town	12 weeks leave each for their respective personal serious health condition(s).	A combined total of 12 weeks of leave which may or may not be taken concurrently. However, if both employees work in the same department then the leave cannot be taken on the same scheduled work days.	2 weeks of leave each which may or may not be taken concurrently. However, if both employees work in the same department, then the leave cannot be taken on the same scheduled work days, except for the serious health condition of the spouse.
Restoration to Position	Must be restored to the same position held prior to the leave; or To a position that is equivalent in pay, benefits, privileges and other conditions and terms of employment. An employee has no greater right to reinstatement or to benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave	Same.	Same.

<i>Issues</i>	<i>Personal serious health condition</i>	<i>Birth, adoption or foster care</i>	<i>Serious health condition of child, parent or spouse</i>
	period.		
Notification	Employee must provide 30 days notice when need for leave is foreseeable. Otherwise notice must be given as soon as practicable.	Same.	Same.
Medical Certification	Certification for illnesses shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of the job, and medical reasons for any intermittent or reduced leave requests (if applicable).	Not applicable.	Certification for illness shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for any intermittent or reduced leave requests.
Second and Third Opinions	<p>The Town may request and pay for a second opinion from a physician of the Town's choice.</p> <p>Either the employee or the Town may request a third opinion if the 1st two opinions conflict. A third opinion shall be paid for by the Town and both the Town and the Employee must agree on the provider. The decision of the third opinion is final.</p>	Not applicable.	<p>The Town may request and pay for a second opinion from a physician of the Town's choice.</p> <p>Either the employee or the Town may request a third opinion. A third opinion shall be paid for by the Town and both the Town and the employee must agree on the provider. The decision of the third opinion is final.</p>
Certification for Return to Work	Certification of fitness for duty may be required of all employees taking FMLA leave.	Certification of fitness for duty may be required of all employees taking FMLA leave.	Not applicable.
Relationship to Paid Leave	<p>Employee may utilize accrued sick leave, then may request unpaid leave for the duration of the FMLA leave.</p> <p>The employee may substitute accrued vacation leave in place of all or part of the unpaid leave, if</p>	If the employee is the birth mother, accrued sick leave must be utilized first for the period of disability. After the disability, the employee may request unpaid leave for the remainder of the	Employees may use up to 15 family sick days, then may request unpaid leave or the accrued vacation time in lieu of all or part of the unpaid leave, for the duration of the FMLA leave.

<i>Issues</i>	<i>Personal serious health condition</i>	<i>Birth, adoption or foster care</i>	<i>Serious health condition of child, parent or spouse</i>
	s/he so desires.	<p>FMLA leave for the care of the child. Accrued vacation time can also be used in lieu of all or part of the unpaid leave if the employee so desires.</p> <p>If the employee is not the birth mother, s/he may request unpaid leave or use accrued vacation time in lieu of all or part of the unpaid leave for the duration of the FMLA leave.</p>	
Sick Leave and Vacation Leave Accruals	Sick and vacation leave shall not accrue for any full calendar month in which the employee is not in a regular paid status. Sick and vacation time will accrue during the employee's use of paid sick leave and/or paid vacation leave for any portion of FMLA leave.	Same.	Same.
Maintenance of Medical, Dental and Life Insurance Benefits	The Town will maintain group medical, dental and life insurance coverage for the duration of the FMLA leave provided that the employee make the necessary payment(s) for that portion of the insurance premium that s/he would have had to make had s/he not taken FMLA leave. In the event that the employee does not return to work when the FMLA leave expires, s/he shall be able to continue medical and dental coverage under COBRA at his/her own expense at the COBRA rates. Failure to continue coverage under COBRA will remain in the expiration of medical and dental coverage at the end of the month when such FMLA leave has expired. Life insurance coverage expires when FMLA leave expires if the employee does not return to work.	Same.	Same.

<i>Issues</i>	<i>Personal serious health condition</i>	<i>Birth, adoption or foster care</i>	<i>Serious health condition of child, parent or spouse</i>
Miscellaneous	<p>All requests for FMLA leave must be documented including whether or not the leave was granted and reasons for the denial where that is the case.</p> <p>The Family Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising his/her rights under the FMLA. The Town may not penalize or discipline an employee for requesting or using the FMLA provisions.</p> <p>The 12 month period for FMLA purposes will coincide with the Town's fiscal year (July 1-June 30). Each employee shall be allowed a combined total of 12 weeks of FMLA leave per year (except when both spouse work for the Town as described above).</p> <p>Medical information and documentation shall be treated as confidential medical records and shall be kept in a confidential file separate from the employee's personnel file.</p> <p>The parties agree that existing contractual benefits will remain in effect in accordance with existing collective bargaining agreement.</p>		
Date of Adoption	The above provisions were agreed to by the parties on _____		